### **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

## 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of printing and mailing services for auto tag courtesy renewal reminder notices and parking permits in conjunction with the County's needs.

### 2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years. The contract shall expire on the last day of the month of the contract term.

# 2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible bidder in the aggregate, who meets the minimum requirements listed below. In order to be considered for award, Bidders must submit an offer for all items listed within the solicitation. If a Bidder fails to submit an offer for all items, within the solicitation, its offer may be rejected.

#### **QUALIFICATIONS**

- 1. Bidder(s) shall maintain an office/facility/warehouse. This facility shall be staffed by competent company representatives who can be contacted Monday through Friday 8:00 a.m. to 5:00 p.m. Bidder(s) are required to provide a contact person name, office/warehouse location address, telephone number, fax number, and/or e-mail address.
- 2. References to demonstrate that the Bidder is regularly engaged in the services as outlined in this Invitation to Bid. Bidders must provide three (3) references to which they have provided the printing and mailing services for auto tag courtesy renewal reminder notices and parking permits within the last five (5) years. The County shall ascertain from these references to its satisfaction that the Bidder has sufficient experience and expertise.
- 3. Bidder(s) shall have a CASS / MASS Certified Software as listed on the United States Postal Services (USPS) website: https://ribbs.usps.gov/files/vendors/CASSN01.TXT.
- 4. Bidder(s) shall provide a copy of the CASS Quality Certification issued by USPS.
- 5. Bidder(s) shall have a CASS / MASS Vendor/Service Bureaus License as listed on the United States Postal Services website: <a href="https://ribbs.usps.gov/files/vendors/CASSN04.TXT">https://ribbs.usps.gov/files/vendors/CASSN04.TXT</a>.
- 6. Bidder(s) shall have an agreement with Florida Highway and Safety Motor Vehicles (FHSMV) to electronically access driving license and motor vehicle data. Bidders to provide a copy of the current agreement with FHSMV.

### 2.4 PRICES

The initial contract prices resultant from this solicitation shall remain fixed and firm for no less than twelve (12) months from the commencement date. It is the Bidder's responsibility to request any price adjustment. The Bidder's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for all Urban Consumers in the Miami-Ft. Lauderdale area. The adjustment requested by the Bidder shall not exceed the relevant pricing index change for that current year term.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder(s) or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

### 2.5 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ingrid Bernal (305)375-4211 email: <a href="mailto:ibernal@miamidade.gov">ibernal@miamidade.gov</a>

#### 2.6 ADDITIONAL ITEMS

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that may need to be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded bidder to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded bidder, or another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

#### 2.7 SAMPLES

Bidder(s) may be required to submit samples of but not limited to: renewal notice, outgoing and return envelopes, and public information flyers for evaluation by the County. These samples shall be provided at no cost to the County. If samples are required, the County will notify the apparent low bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number and bid title. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s); provided however, that in the event of an aggregate award, the bidder's proposal will not be eligible for the aggregate as applicable. All samples shall become the property of Miami-Dade County.

### 2.8 ACCEPTANCE OF PRODUCT BY THE COUNTY

The products to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If the Awarded Bidder provides product that is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item(s) will be returned to the Awarded Bidder at Bidder's expense. At the County's own option, the Bidder shall either provide a direct replacement for the

item, or provide a full credit for the returned item. The Awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

### 2.9 **DEFICIENCIES**

The awarded bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder by the County's project administrator, who may confirm all such verbal reports in writing. The awarded bidder shall bear all costs of correcting such rejected work. If the awarded bidder fails to correct the work within the period specified above, the County may, at its discretion, notify the awarded bidder, in writing, that the bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the awarded bidder fails to correct the work within the period specified in the notice, the County shall place the awarded bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the awarded bidder or through invoicing. If the awarded bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

### 2.10 CONFIDENTIALITY

All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

### **SECTION 3 – TECHNICAL SPECIFICATIONS**

### 3.1 PURPOSE

Printing and mailing of approximately 1.9 million annual auto tag vehicle/vessel/mobile home/registration courtesy renewal reminders and disabled parking placard permit and forms to Miami-Dade County residents. This volume is expected to grow at the rate of approximately 2.5% per year. This service is performed monthly with a varying volume between 130,000 to 250,000 registration courtesy renewal reminder notices.

The initial mail out shall be for approximately 130,000 to 250,000 units and shall take place within thirty (30) calendar days after Contract effective date.

All subsequent deliveries shall be for approximately 130,000 to 250,000 units per interval and shall occur at an interval of every thirty (30) calendar days; until such time as the total number of units is received. Various not for profit organizations request permission from the State or the Tax Collector to have the vendor print, insert and mail out flyers with the renewal package. If necessary, the vendor will bill the Tax Collector for payment of these services separately, and the Tax Collector will secure payment from these organizations.

Vehicle, vessel and mobile home owners in Miami-Dade County must continue to receive their accurate courtesy reminder notices uninterrupted. This not only reminds owners that it is time to pay for their annual renewal but provides the paperwork and return envelope to return their renewal payment to the Tax Collector's Office with check and stub(s) enclosed, or to pay online using the information supplied in the renewal notice in order to do so.

# 3.2 COUNTY'S RESPONSIBILITY:

The County holds a United States Postal Service Permit and will pay for postage. Each month, the awarded bidder shall provide a report detailing the mail date, total records, singles, multiples, total envelopes, single envelopes and multiple envelopes. The largest percentages are single tag mailings to a single address; however, there are instances of up to six (6) tags mailed to a single mailing address in the same envelope.

The County will deposit monies in a United States Postal Service (USPS) permit account in order to fund future monthly mail-outs as required. The monthly postage fund balance on the report shall note the total postage used and the total number of items mailed.

The County will transfer sufficient funds payable to the awarded bidder's designated United States Postal Service "Post Master", for the postage costs to mail the Miami-Dade County motor vehicle registration renewal packages.

Miami-Dade County will use their USPS permit number. The County will send a check to the US Post Office to pay for the postage costs that the awarded bidder will mail out. The rate per item is agreed between the awarded bidder and USPS, not Miami-Dade County. There is not an exception permitted to this stated process.

#### 3.3 SCOPE OF WORK

The awarded bidder shall:

- 1. Convert the data file provided by DHSMV into the correct customer information contained in the scan line.
- 2. Ability to accept pre-formatted print files over secure network.
- 3. Print and ensure the mailing of each customer courtesy registration reminder form comprising details of instructions and methods of renewal available, written in English. A payment voucher is attached and is removable by tearing along the perforation. The payment voucher contains various fields, which are populated with the customers' vehicle/vessel/mobile home/parking permit data. The awarded bidder shall design the notices and envelopes.
- 4. Insert single and multiple vehicle/vessel renewals in a single envelope to reduce postage costs. The scan line and bar code on the payment voucher will contain the variable data for each vehicle owned by each customer as per the samples on Attachment 1. This scan line must be accurate and be readable and processable by the County's Opex 3600i and NCR Itran payment imaging and processing equipment. On the reverse side of the payment voucher there shall be three sections as per the sample on Attachment 1 provided; one for customer change of address information, insurance information and voluntary trust fund contributions.
- 5. The awarded bidder shall be responsible each month for changes imposed by DHSMV in the vehicle registration renewal process or changes requested by Miami-Dade County. The changes shall include but are not limited to content including existing or new instructions, changes in renewal data, changes to field and scan line content, and changes to voluntary trust fund contribution organizations.
- 6. The payment voucher/information sheet shall be folded and inserted into an envelope for mail out, along with a return envelope which shall also be inserted into the mail out envelope. The mail out will be processed by the United States Postal Service (USPS).
- Shall design, develop and produce elements of the renewal notice, remittance envelope, flyers as required and carrier envelopes.
- 8. Furnish all printed materials and envelopes. The awarded bidder shall include additional public information content provided by Miami-Dade County. Miami-Dade County will provide its data via the DHSMV registration system, subject to security requirements safeguarding driver personal information, as required under Federal and State laws. Shall have the ability to accept pre-formatted print files over secure network or can provide document composition services.
- 9. Work with the DHSMV to receive the data files monthly and execute the mailing in the time frame required by Miami-Dade County Finance Department.
- Insert, assemble, and package the renewal notices, and remittance envelope into the carrier envelope for mailing including any public information flyers that the Tax Collectors requires for specified periods of time.

- 11. Insert, assemble and package the renewal notice, informational material, and return envelope into the carrier envelope for delivery by the U.S. Postal Service, in accordance with the U.S. Postal Service regulations at the volume discounts for at least a 3-digit zip code sort.
- 12. Have the capability to utilize the National Change of Address (NCOA) address hygiene, (or any future address hygiene required by the Post Office to guarantee lowest rates) and the ability to modify the mailing address on the renewal notice to reflect the current USPS address.
- 13. Have the capability to correctly insert six (6) variable numbers of applications in the same envelope to result in the lowest possible postage costs. This may include mailing as many as four renewals to a common address in the same envelope.
- 14. Perform at the specified level of timeliness, reliability, security, and accuracy without any disruption or delay of the remittance processes.
- 15. Receive the production file monthly as well as updated message tables for the renewals. Process flow is from the DHSMV to the awarded bidder.
- 16. Be authorized by DHSMV to handle/manipulate the data and shall be well versed and experienced doing this because of the importance of this mail out to 1.9 million Miami-Dade County vehicle, vessel and mobile home owners. As per the scope of work Section 3, Paragraph 3.1, all information required is contained within the data file provided by DHSMV.
- 17. Combine inserting & sorting fee as and when require by the Tax Collector for limited mailing periods upon request.

### 3.4 FORMATTING

Contact DHSMV for clarification on the pre-formatted print files and document composition services. DHSMV provides all mail out information.

The size of the renewal notice and envelopes are as follows:

- 1. Renewal Notice with address and logo print in colors: blue, green and black in size: 8.5 x 11
- 2. Outgoing Window Envelope No. 10 with address and logo print in colors: blue, green and black in size: 9 7/8"L x 4 1/8"H
- 3. Return Envelope No. 9 with address and logo print in colors: blue, green and black in size: 8 13/16"L x 3 14/16"H